

EXHIBIT A

FILED

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
MARTINEZ

THE PEOPLE OF THE STATE OF CALIFORNIA,

VS.

MARLIN SYNIGAL,

DEFENDANT./

NO. 220484-0

DA NO. M 06 000082-8

COMPLAINT - FELONY

01) PC 187

02) PC 459/460(a)

W/DEF ENHANCEMENTS

The undersigned states, on information and belief, that MARLIN SYNIGAL, Defendant, did commit a felony, a violation of PENAL CODE SECTION 187 (MURDER), committed as follows:

On or about March 22, 2006, at Oakley, in Contra Costa County, the Defendant, MARLIN SYNIGAL, did unlawfully and with malice aforethought murder Nadawn BROWN, a human being.

CHARGE ENHANCEMENT
USE OF DEADLY/DANGEROUS WEAPON

It is further alleged, pursuant to Penal Code section 12022(b)(1), that in the commission and attempted commission of the above offense the Defendant, MARLIN SYNIGAL, personally used a Dumbbell Bar, a deadly and dangerous weapon.

COUNT TWO:

The undersigned further states, on information and belief, that MARLIN SYNIGAL, Defendant, did commit a felony, a violation of PENAL CODE SECTION 459/460(a) (FIRST DEGREE RESIDENTIAL BURGLARY), committed as follows:

On or about March 22, 2006, at Oakley, in Contra Costa County, the Defendant, MARLIN SYNIGAL, did unlawfully enter a dwelling house, trailer coach, and inhabited portion of a building, which was inhabited by Nadawn BROWN and located at 2211 El Lago Drive, with the intent to commit larceny, murder and a felony.

CHARGE ENHANCEMENT
USE OF DEADLY/DANGEROUS WEAPON

It is further alleged, pursuant to Penal Code section 12022(b)(1), that in the commission and attempted commission of the above offense the Defendant, MARLIN SYNIGAL, personally used a Dumbbell Bar, a deadly and dangerous weapon.

PEOPLE V. MARLIN SYNIGAL

PAGE 2

NO. 220484-0

DA NO. M 06 000082-8

CHARGE SPECIAL ALLEGATION
16 YEAR OLD MINOR - 707(b) CRIME

It is further alleged, pursuant to subdivision (d)(1) of Section 707 of the Welfare and Institutions Code, that the Defendant, MARLIN SYNIGAL, was a minor who was at least 16 years of age at the time of the commission of the above offenses.

COMPLAINANT REQUESTS THAT DEFENDANT(S) BE DEALT WITH ACCORDING TO LAW. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: March 24, 2006

AT MARTINEZ, CALIFORNIA

DETECTIVE GOLDBERG
COMPLAINANT

HAROLD W. JEWETT/ks
DEPUTY DISTRICT ATTORNEY

CONTRA COSTA COUNTY SHERIFF

EXHIBIT B

NY 100131 1002/02/07 - 11/10/07

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>Name, State Bar number, and address</i> Clarence Livingston, Jr. (State Bar # 085773) Law Offices of Clarence Livingston, Jr. One Kaiser Plaza, Ste. 2300 Oakland, CA 94612 TELEPHONE NO: (510) 452-3535 FAX NO. (510) 465-1516 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Plaintiff): Danita King, Plaintiff		FILED 2007 AUG 29 P 2:04 CLERK OF SUPERIOR COURT COUNTY OF CONTRA COSTA BY: <u>C. [Signature]</u> PER LOCAL RULE 5 THIS CASE IS ASSIGNED TO DEPT <u>10</u>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court Street MAILING ADDRESS: CITY AND ZIP CODE: Martinez 94553 BRANCH NAME: Martinez		
PLAINTIFF: Danita King DEFENDANT: Marlin Synigal, Malcolm Synigal, Sr., and Angela M. Synigal <input checked="" type="checkbox"/> DOES 1 TO 100		
COMPLAINT—Personal Injury, Property Damage, Wrongful Death <input type="checkbox"/> AMENDED (Number): Type (check all that apply): <input type="checkbox"/> MOTOR VEHICLE <input checked="" type="checkbox"/> OTHER (specify): Intentional Tort, Negligence <input type="checkbox"/> Property Damage <input checked="" type="checkbox"/> Wrongful Death <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other Damages (specify):		
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		CASE NUMBER: C07 01910

1. Plaintiff (name or names): **Danita King**
 alleges causes of action against defendant (name or names): **Marlin Synigal, Malcolm Synigal, Sr., and Angela M. Synigal**

2. This pleading, including attachments and exhibits, consists of the following number of pages: **6**

3. Each plaintiff named above is a competent adult

a. ☐ except plaintiff (name):

- (1) ☐ a corporation qualified to do business in California
- (2) ☐ an unincorporated entity (describe):
- (3) ☐ a public entity (describe):
- (4) ☐ a minor ☐ an adult
 - (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - (b) ☐ other (specify):
- (5) ☐ other (specify):

b. ☐ except plaintiff (name):

- (1) ☐ a corporation qualified to do business in California
- (2) ☐ an unincorporated entity (describe):
- (3) ☐ a public entity (describe):
- (4) ☐ a minor ☐ an adult
 - (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - (b) ☐ other (specify):
- (5) ☐ other (specify):

☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

Form Approved for Optional Use
 Judicial Council of California
 PLD-PI-001 (Rev. January 1, 2007)

COMPLAINT—Personal Injury, Property
 Damage, Wrongful Death

Page 3 of 3
 Code of Civil Procedure, § 423.12
 www.courtinfo.ca.gov

LexisNexis® Automated California Judicial Council Forms

2. d

9151-584 (015)

CLARENCE LIVINGSTON, JR.

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NY 10/21/07 10:02:02Z - PLD-PI-001

PLD-PI-001

SHORT TITLE: Danita King v. Marlin Synigal, et. al.	CASE NUMBER:
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4. ☐ Plaintiff (name):

is doing business under the fictitious name (specify):

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

a. ☐ except defendant (name):

- (1) ☐ a business organization, form unknown
- (2) ☐ a corporation
- (3) ☐ an unincorporated entity (describe):
- (4) ☐ a public entity (describe):
- (5) ☐ other (specify):

c. ☐ except defendant (name):

- (1) ☐ a business organization, form unknown
- (2) ☐ a corporation
- (3) ☐ an unincorporated entity (describe):
- (4) ☐ a public entity (describe):
- (5) ☐ other (specify):

b. ☐ except defendant (name):

- (1) ☐ a business organization, form unknown
- (2) ☐ a corporation
- (3) ☐ an unincorporated entity (describe):
- (4) ☐ a public entity (describe):
- (5) ☐ other (specify):

d. ☐ except defendant (name):

- (1) ☐ a business organization, form unknown
- (2) ☐ a corporation
- (3) ☐ an unincorporated entity (describe):
- (4) ☐ a public entity (describe):
- (5) ☐ other (specify):

☐ Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants used as Does are unknown to plaintiff.

- a. ☒ Doe defendants (specify Doe numbers): 1 - 100 were the agents or employees of other named defendants and acted within the scope of that agency or employment.
- b. ☒ Doe defendants (specify Doe numbers): 1 - 100 are persons whose capacities are unknown to plaintiff.

7. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):

8. This court is the proper court because

- a. ☐ at least one defendant now resides in its jurisdictional area.
- b. ☐ the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
- c. ☒ Injury to person or damage to personal property occurred in its jurisdictional area.
- d. ☐ other (specify):

9. ☐ Plaintiff is required to comply with a claims statute, and

- a. ☐ has complied with applicable claims statutes, or
- b. ☐ is excused from complying because (specify):

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COMPLAINT—Personal Injury, Property
Damage, Wrongful Death

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P.B

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NY 10-81-01 (002/020-10/01/01)

PLD-PI-001

SHORT TITLE: Danita King v. Marlin Synigal, et. al.	CASE NUMBER:
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10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a. ☐ Motor Vehicle
 b. ☒ General Negligence
 c. ☒ Intentional Tort
 d. ☐ Products Liability
 e. ☐ Premises Liability
 f. ☐ Other (specify):

11. Plaintiff has suffered

- a. ☐ wage loss
 b. ☐ loss of use of property
 c. ☐ hospital and medical expenses
 d. ☒ general damage
 e. ☐ property damage
 f. ☐ loss of earning capacity
 g. ☐ other damage (specify):

12. ☒ The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. ☐ listed in Attachment 12.
 b. ☒ as follows:
 The care, love and support of the deceased

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit for such relief as is fair, just, and equitable; and for

- a. (1) ☒ compensatory damages
 (2) ☒ punitive damages

The amount of damages is (in cases for personal injury or wrongful death, you must check (1)):

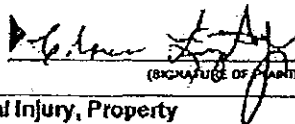
- (1) ☒ according to proof
 (2) ☐ in the amount of: \$

15. ☒ The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):
 all paragraphs

Date: July 31, 2007

Clarence Livingston, Jr.

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

PLD-PI-001 (Rev. January 1, 2007)

COMPLAINT—Personal Injury, Property
 Damage, Wrongful Death

Page 2 of 3

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6 - d

9151-S94 (015)

2007 07 29 10:14a Clarence

CHFCO 09/27/2007 11:03:55 AM

NY 100101 2007/07/06 - 11/10/07

PLD-PI-001(2)

SHORT TITLE: Danita King v. Marlin Synigal, et. al.	CASE NUMBER:
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FIRST
(number)

CAUSE OF ACTION—General Negligence

Page 4

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

GN- 1. Plaintiff (name): Danita King

alleges that defendant (name): Marlin Synigal, Malcolm Synigal, Sr., and Angela M. Synigal

☒ Does 1 to 100

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on (date): March 23, 2006

at (place): 2211 El Lago Dr., Oakley, California 94561

(description of reasons for liability):

Defendant's Malcolm Synigal and Angela M. Synigal negligently supervised their son, Marlin Synigal and as a direct and proximate cause of their negligent supervision, Plaintiff's daughter was assaulted, battered and killed by Defendant's son, all to Plaintiff's damage.

Defendant Marlin Synigal was negligent in the manner in which he accosted Plaintiff's daughter, Nadawn Brown, and as a direct an proximate result of said negligence Nadawn Brown was killed and Plaintiff sustained damages.

NY 1056401 002/2007 10:39:51 AM

PLD-PI-001(3)

SHORT TITLE: Danita King v. Marlin Synigal, et. al.	CASE NUMBER
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SECOND CAUSE OF ACTION—Intentional Tort Page 5
(number)

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

IT- 1. Plaintiff (name): Danita King

alleges that defendant (name):
Marlin Synigal

☒ Does 1 to 100

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant intentionally caused the damage to plaintiff on at

(date): March 23, 2006

(place): 2211 El Lago Dr., Oakley, California 94561

(description of reasons for liability):

Defendant Marlin King intentionally assaulted the person of Nadawn Brown, directly and proximately causing her death all to Plaintiff's damage.

WV 10:51:01 (0026202 - 10/26/2007)

PLD-PI-001(8)

SHORT TITLE: Danita King v. Marlin Synigal, et. al.	CASE NUMBER:
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Exemplary Damages Attachment

Page 6

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

EX- 1. As additional damages against defendant (name): Marlin Synigal, Malcolm Synigal, Sr., and Angela M. Synigal

Plaintiff alleges defendant was guilty of

- ☒ malice
☐ fraud
☐ oppression

as defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

Defendant entered Plaintiff's home unlawfully, waited in hiding for the arrival of Nadawn Brown, assaulted, battered and killed her when she entered the home.

EX-3. The amount of exemplary damages sought is

- a. ☒ not shown, pursuant to Code of Civil Procedure section 425.10.
b. ☐ \$

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Exemplary Damages Attachment

Page 1 of 1
Code of Civil Procedure, § 425.12
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P. 12

9151-594 (015)

Aug 29 07 10:15A Clarence

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EXHIBIT C

7-6-06
ST 04

Policy Number: 8993590640 Policy Term: From 02-01-2006 to 02-01-2007, 12:01 A.M. Standard Time at the location of the property insured as stated in the policy.	Page 1 of 2 Duplicate Effective Date: 02-01-2006 Bill To: Mortgagee
Named Insured: MALCOLM M SR AND ANGELA M SYNIGAL 4585 EL MONTE CT OAKLEY CA 94561	First Mortgagee: Loan 3000826967 AEGIS MORTGAGE CORPORATION ITS SUCCESSORS AND OR ASSIGNS ATIMA P O BOX 7739 SPRINGFIELD OH 45501

Residence Premises: Named Insured's address shown above.

Basic Policy Coverages:

	Limits	Premiums
A - Dwelling	\$ 312,100	\$1240.00
B - Private Structures	\$ 62,420	
C - Personal Property	\$ 218,470	
F - Personal Liability	\$500,000	\$54.00
G - Medical Payments to Others		
Each Person	\$1,000	
Loss of Use	\$ 78,025	

Optional Coverages

2 - Replacement Plus	Incl
3 - Replacement Cost on Contents	Incl
13 - Back Up of Sewer, Drain and Sump Pump Coverage:	\$30.00
23 - Additional Residences Rented to Others:	
1738 & 1742 89 TH AVE OAKLAND CA 94621	\$14.00
2760 GARDEN ST OAKLAND CA 94601	\$24.00
28 - Workers Compensation Coverage	\$5.00

Current Annual Premium: \$1367.00

Deductible(s)

\$500 deductible applies to each loss

Forms and Endorsements: 7082-004 H683 H781 H907 H770 H435CA
H101 C102A H636 H603 H614

THE FOREGOING INFORMATION WAS ACKNOWLEDGED BEFORE ME

THIS 7-6-06 BY Angela M. King
NOTARY: Robert E. King

LA-MS-1



ROBERT E. KING
Notary Public
In and For the State of Ohio
My Commission Expires
May 19, 2007
Printed in U.S.A. 0298

MetLife® Auto & Home Metropolitan Direct Property and Casualty Insurance Company
V.I.P. Plus Homeowners Insurance Declarations

7-6-06
ST 04

Policy Number: 8993590640 Policy Term: From 02-01-2006 to 02-01-2007, 12:01 A.M. Standard Time at the location of the property insured as stated in the policy.	Page 2 of 2 Duplicate Effective Date: 02-01-2006 Bill To: Insured
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Rating Information

Territory 54	Within 03 miles of	1 Family
Protection Class 3	Fire Department	Built in 1991
Within 1000 ft of hydrant	CONTRA COSTA COUN	Asbestos-Stucco Construction

Messages

The cost of any coverage indicated as "Incl" is included in the Basic Policy Coverages premium amount.

This policy does not provide coverage for flood damage.

Additional Insured/Mortgagee

Second Mortgagee: Loan # 65069011310001
 WELLS FARGO BANK, N.A.
 ITS SUCCESSORS AND/OR ASSIGNS
 PO BOX 31678
 BILLINGS MT 59107

For service, call 800-422-4272

MetLife Auto & Home
 P.O. Box 48020
 Dayton, OH 45475

For claims, see Claim Directory.



DOLORES EAKES
 Notary Public
 In and For the State of Ohio
 My Commission Expires
 May 19, 2007

THE FOREGOING INFORMATION WAS ACKNOWLEDGED BEFORE ME

THIS 7-6-06 BY Dennette King
 NOTARY: Dolores Eakes

CHFCO 07/10/2006 09:26:51 AM

**Valuable Insurance Protection
Plus Homeowners Policy**

**Metropolitan Direct Property and Casualty
Insurance Company**

V.I.P. PLUS HOMEOWNERS INSURANCE POLICY**TABLE OF CONTENTS**

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THE COMPANY NAMED IN THE DECLARATIONS
(A Stock Insurance Company)
Administrative Offices: Warwick, Rhode Island

V.I.P. PLUS HOMEOWNERS INSURANCE POLICY

INSURANCE AGREEMENT AND DECLARATIONS

This insurance policy is a legal contract between **you** (the policyowner) and **us** (the Company named in the Declarations). It insures **you** and **your** property for the various kinds of insurance shown in the Declarations. The Declarations are an important part of this policy. By acceptance of this policy, **you** agree that the statements contained in the Declarations and in any application are **your** true and accurate representations. This policy is issued and renewed in reliance upon the truth of such representations. The terms of this policy impose joint obligations on all persons defined as "**you**". This means that the responsibilities, acts and failures to act of a person defined as "**you**" will be binding upon another person defined as "**you**".

The exact terms and conditions are explained in the following pages.

GENERAL DEFINITIONS

The following words and phrases appear repeatedly throughout this policy. They have a special meaning and are to be given that meaning whenever used in this policy or any endorsement which is part of this policy:

"BODILY INJURY" means any bodily harm, sickness or disease. This term includes required care, loss of services and death if it is a result of such bodily harm, sickness or disease.

Bodily Injury does not include:

- a. any of the following which are transmitted by **you** to any other person: disease, bacteria, parasite, virus or other organism; or
- b. the exposure to any such disease, bacteria, parasite, virus or other organism by **you** to any other person; or
- c. the actual, alleged or threatened sexual molestation of a person.

"BUSINESS" or "BUSINESS PURPOSES" means:

1. Any full or part time activity of any kind engaged in for economic gain, and the use of any part of any premises for such purposes.
2. **Your** property rented or held for rental by **you**. Rental of the **residence premises** is not considered **business** when:
 - A. It is rented occasionally for use as a residence;
 - B. a portion is rented to no more than two roomers or boarders;
 - C. a portion is rented as a private garage.

"COMPUTER" means a programmable electronic device that can store, retrieve and process data.

"INSURED PREMISES" means:

1. the **residence premises** described in the Declarations;
2. any other premises specifically named in the Declarations and used by **you** as a residence;
3. any premises acquired by **you** during the term of this policy and used by **you** as a residence;
4. any premises not owned by **you** but where **you** may be temporarily residing;
5. any part of a premises occasionally rented to **you** for other than **business purposes**;
6. vacant land owned by or rented to **you**, other than farm land;
7. land owned or rented by **you** on which a one or two family dwelling is being constructed for **your** use as a residence;
8. individual or family cemetery plots or burial vaults owned by **you**.

"MEDIA" means the storage device upon which software is stored. This includes blank cassette tapes or disks used solely with the computer or peripheral device.

"MEDICAL EXPENSES" means reasonable expenses for necessary medical, surgical, x-ray, chiropractic, ambulance,

hospital, professional nursing, funeral and dental services, including prosthetic devices.

"MOTOR VEHICLE", when used in Section II of this policy, means:

1. a motorized land conveyance designed for travel on public roads or subject to motor vehicle registration. A motorized land conveyance in dead storage on the **insured premises**, or designed for assisting the handicapped, or used to service the **insured premises** is not a motor vehicle;
2. a trailer designed for travel on public roads and subject to motor vehicle registration. A trailer not being towed by or carried on a vehicle included in 1. above is not a motor vehicle;
3. a **recreational motor vehicle** owned by you while not on the **insured premises**. A motorized golf cart while being used for golfing is not a motor vehicle;
4. a motorized bicycle, tricycle or similar type of equipment owned by you while not on the **insured premises**;
5. any vehicle while being towed by or carried on a vehicle included in 1., 3. or 4. above.

"OCCURRENCE" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, resulting in **bodily injury** or **property damage** during the term of the policy.

"ORIENTAL RUGS" means any handwoven silk or wool rug, carpet, tapestry, wall hanging or other similar article, whose principal value is derived from its color, design, quality of wool or silk, quality of weaving, condition and age. This includes, but is not limited to, Chinese, Indian, Persian, Turkish, and Caucasian.

"PERIPHERAL DEVICE" means any unit used to operate with the computer system. This includes tape or disk drives or printers.

"PROPERTY DAMAGE" means physical damage to or destruction of tangible property, including loss of use of this property.

"PURCHASED SOFTWARE" means information or a program that is stored on a storage device such as a magnetic tape or disk for use on a computer, and has been purchased from another party.

"RECREATIONAL MOTOR VEHICLE" means:

1. a golf cart or snowmobile;
2. any other land motor vehicle designed for recreational use off public roads which is not subject to motor vehicle registration.

"RESIDENCE EMPLOYEE" means **your** employee while performing duties arising out of and in the course of employment by **you** in connection with the maintenance or use of the **residence premises**, including similar duties elsewhere, not in connection with **your business**.

"RESIDENCE PREMISES" means a one or two family dwelling used as a private residence by **you** and named in the Declarations and includes the private structures and private approaches.

This does not include any portion of a premises used for **business purposes**.

"WE," "US," and **"OUR,"** mean the Company named in the Declarations.

"YOU" and **"YOUR"** mean:

1. the person or persons named in the Declarations and if a resident of the same household:
 - A. the spouse of such person or persons;
 - B. the relatives of either;
 - C. any other person under the age of twenty-one in the care of any of the above;
2. Under Section II only:
 - A. any other person or organization legally responsible for loss caused by animals or watercraft owned by **you**.
We will not cover any such person or organization using or having custody of animals or watercraft in any **business** or without **your** permission;
 - B. with respect to the use of any vehicle to which this policy applies, any person while engaged in employment by

you or other persons using the vehicle on the insured premises with your consent.

SECTION I - COVERAGES

COVERAGE A - DWELLING

We cover:

1. the dwelling on the residence premises; and
2. structures, equipment and accessories attached to the dwelling, except swimming pools.

COVERAGE B - PRIVATE STRUCTURES

We cover private structures owned by you and separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be private structures.

We do not cover private structures:

1. used or held for any business or commercial farming purposes;
2. rented or held for rental to a person not a tenant of the dwelling, unless solely used as a private garage.

COVERAGE A - DWELLING AND COVERAGE B - PRIVATE STRUCTURES

We cover building equipment, materials and supplies located on or adjacent to the residence premises for use in connection with maintenance, construction, alteration, or repair of the dwelling or private structures on the residence premises.

These coverages do not apply to land, including land on which the dwelling or private structures are located, or any costs required to replace, rebuild, stabilize or otherwise restore the land.

COVERAGE C - PERSONAL PROPERTY

We will cover personal property owned or used by you while it is anywhere in the world.

Our limit of liability for personal property usually situated at your residence, other than the residence premises described in the Declarations, is 10% of the limit of liability for Coverage C. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days immediately after you begin to move your property there.

At your option this coverage may be extended to include personal property owned by:

1. others while on that portion of the residence premises occupied by you;
2. a guest or residence employee, while the property is in a residence occupied by you.

SPECIAL LIMITATIONS ON CERTAIN PROPERTY

We will not pay more than the following amount for each group in any one occurrence:

1. \$200 for money, bullion, bank notes, coins, medals and other numismatic property.
2. \$1000 for securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, tickets and stamps, including philatelic property.
3. \$1000 for manuscripts, including the cost to research, replace or restore the information from the lost or damaged material.
4. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
5. \$1000 for watercraft, including their trailers, furnishings, equipment and outboard motors.
6. \$1000 for trailers not used with watercraft.
7. \$2000 for loss by theft of firearms and related equipment.
8. \$250 for any property used or intended for use in a business. This does not include any computer and the peripheral device, media or purchased software used with it. This also does not include merchandise held as samples or for sale or delivery after a sale.
9. \$5000 for an owned computer and the owned peripheral device, media and purchased software used with it. The media will be covered only up to its retail value, if pre-programmed, or the retail value of the media in blank or unexposed form, if blank or self-programmed.

10. \$2500 for loss by theft of silverware and goldware.
11. \$2500 per item and \$10,000 in the aggregate for loss by theft of oriental rugs.

PERSONAL PROPERTY NOT COVERED

We do not cover:

1. articles separately described and specifically insured by this or any other policy;
2. animals, birds or fish;
3. any motor vehicles or any other motorized land conveyances including motorized bicycles owned or operated by, or rented or loaned to you. We do provide coverage for unlicensed vehicles, not subject to registration, which are used to service the residence premises or designed for assisting the handicapped;
4. aircraft and parts;
5. property of roomers and boarders not related to you;
6. property of tenants, whether related to you or not;
7. property rented or held for rental to others when not on the residence premises;
8. books of account, abstracts, drawings, card index systems and other records. We will cover the cost of blank books, cards or other blank material plus the cost of labor you incur for transcribing or copying such records. This exclusion does not apply to film, tape, disc, drum, cell and other magnetic recording or media for electronic data processing;
9. media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market;
10. any sound reproducing, recording, transmitting, receiving or radar signal reception system while in or on any motor vehicle, any motorized land conveyance or watercraft, including:
 - A. tapes and records;
 - B. citizen band radios and telephones;
 - C. radio transmitters, radio transceivers, and radar detectors;
 - D. any accessories used with the foregoing;
11. any merchandise held as samples or for sale or delivery after a sale.

SECTION I - ADDITIONAL COVERAGES

1. Loss of Use.

A. When a property loss we cover under this Section makes that part of the residence premises where you reside not fit to live in, we will pay, at your choice, either of the following. However, if the residence premises is not your principal place of residence, we will not provide the option under paragraph 2. below:

1. **Additional Living Expense.** We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living. Payment shall be for the shortest time to either repair or replace the residence premises or, if you permanently relocate, for your household to settle elsewhere. This period of time is not limited by expiration of this policy; or
2. **Fair Rental Value.** We will pay the fair rental value of that part of the residence premises where you reside less any expenses that do not continue while the premises is not fit to live in. Payment shall be for the shortest time to either repair or replace the residence premises or, if you permanently relocate, for your household to settle elsewhere. This period of time is not limited by expiration of this policy.

B. **Fair Rental Income.** We will pay your loss of fair rental income resulting from a property loss we cover under this Section, less charges and expenses which do not continue, while the part of the residence premises you rent to others, or hold for rental, is uninhabitable. Payment will be for the shortest time required to repair or replace the rented part, not to exceed nine consecutive months from the time of the loss. We do not cover the loss or expense due to cancellation of a lease or agreement.

C. **Prohibited Use.** We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living and the loss of fair rental income when:

1. access to the residence premises is denied by civil authorities because of a loss to a neighboring premises caused by a peril we insure against. Payment is for a period of time not to exceed fourteen days. The period

of time is not limited by expiration of this policy; or

2. access to the **residence premises** is denied by civil authorities for some reason other than the one mentioned in 1. above. Payment is for a period of time not to exceed seven days. The period of time is not limited by the expiration of this policy. Coverage does not begin until the **residence premises** has been uninhabitable for 48 consecutive hours.
2. **Debris Removal.** We will pay reasonable expenses you incur to remove debris of covered property following a loss we cover or to remove ash, dust or particulate matter from a volcanic action that has caused direct loss to a building or covered personal property in a building. If the amount payable for the **property damage** plus the debris removal expense is more than our limit of liability for the covered property, we will pay up to an additional 10% of that limit for debris removal.
3. **Reasonable Repairs.** We will pay the reasonable expenses you incur for necessary repairs to protect covered property from further loss following a loss we cover. This coverage does not increase the limit of liability applying to the property being repaired.
4. **Fire Department Charges.** We will pay up to \$500 for your liability assumed by contract or agreement when a fire department is called to save or protect the **residence premises** from an insured peril. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.
5. **Emergency Removal of Property.** We will pay for loss to covered property from any cause while being removed from a premises because of danger from a loss we cover. This coverage also applies to the property for up to 30 days from the date of removal. We will also pay for reasonable expenses you incur for the removal and return of the covered property. This coverage does not increase the limit of liability applying to the property being removed.
6. **Refrigerated Contents.** We will pay up to \$1000 for the contents of a freezer or refrigerated food storage unit on the **residence premises** for loss due to a power failure or mechanical failure. If mechanical failure or power failure is known to you, all reasonable means must be used to protect the property from further damage or this coverage is void.
7. **Credit Card, Bank Fund Transfer Card, Forgery and Counterfeit Money.** We will pay up to \$1000 for loss:
 - A. that you are legally required to pay because of the unauthorized use of any credit card or bank fund transfer card issued to or registered in your name; and
 - B. to you caused by forgery or alteration of any check or negotiable instrument; and
 - C. to you through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover:

 - A. more than the limit of liability stated above. All loss due to forgery or unauthorized use by any one person or in which that person is concerned is considered one loss;
 - B. any loss caused by your dishonesty;
 - C. any loss resulting from your business activities.

Defense:

 - A. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equals our limit of liability.
 - B. If a suit is brought against you for liability under the Credit Card or Bank Fund Transfer Card coverage, we will provide a defense at our expense and by counsel of our choice.
 - C. We have the option to defend you or your bank, at our expense, against any suit for the enforcement of payment under the Forgery coverage.
8. **Trees, Shrubs, Plants and Lawns.** We will pay up to an additional 5% of the Coverage A limit of liability for loss to trees, shrubs, plants and lawns at the **residence premises**, but no more than \$500 for any one tree, shrub or plant, including any debris removal expense. Coverage applies to direct loss caused by: fire or lightning, theft, explosion, aircraft, riot or civil commotion, vandalism or malicious mischief, vehicles not owned or operated by an occupant of

the residence premises, or collapse of a building structure or any part of a building structure.

We will also pay up to \$500 for any one loss for the reasonable expenses you incur for the removal from your residence premises of:

- A. your tree felled by windstorm, hail or the weight of ice, snow or sleet; or
- B. your neighbor's tree felled by a loss we cover for Coverage C - Personal Property; provided the tree caused damage to property covered under Coverage A - Dwelling or Coverage B - Private Structures.

We do not cover trees, shrubs, plants and lawns grown for business purposes.

The policy deductible does apply to this coverage.

- 9. **Lock Replacement.** We will pay the reasonable expenses to replace the exterior door lock or lock cylinder of the residence premises with a lock of like kind and quality when a key to the lock has been stolen during a theft of other personal property for which coverage is provided by this policy. You must report the theft to us and the police within 72 hours after discovery. The deductible does apply to this coverage.
- 10. **Emergency Living Expense.** We will pay up to \$500 for the reasonable increase in living expenses you incur due to a power interruption to the residence premises. The power interruption must take place away from the residence premises. Coverage does not begin until 48 hours after the power interruption begins.
- 11. **Reward Coverage.** We will pay 10% of the amount of the loss to the residence premises up to \$5000 to anyone providing information leading to an arson conviction in connection with the loss.

We will pay anyone providing information leading to the recovery of personal property stolen from you 10% of the value of the recovered property up to \$5000.

We will pay 10% of the amount of the loss up to \$1000 to anyone providing information leading to the arrest and conviction of anyone who robs, steals or burglarizes your property.

These amounts shall not be increased regardless of the number of persons providing information. These coverages are in addition to the limit of liability applying to the damaged property.

- 12. **Loss Assessment.** We will pay up to \$1000 for your share of any loss assessment charged during the policy period against you by a corporation or association of property owners. This only applies when the assessment is made as a result of each direct loss to the property, owned by all members collectively, caused by a Section I - Losses We Cover for Coverage A - Dwelling, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

This coverage applies only to loss settlements charged against you as owner or tenant of the residence premises.

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

- 13. **Land.** If a structure covered under Coverage A or Coverage B sustains a covered loss, then we will pay up to \$10,000 for the cost required to replace, rebuild, stabilize or otherwise restore the land necessary to support such structures. This coverage is in addition to the limit of liability applying to the damaged property. We do not cover any loss caused by chemicals in the soil or resulting from the release of toxic materials or other pollutants or contaminants.
- 14. **Volcanic Action.** We will pay for direct physical loss to a covered building or covered property in a building resulting from the eruption of a volcano when direct loss is caused by:
 - A. volcanic blast or airborne shock waves; or
 - B. ash, dust or particulate matter; or
 - C. lava flow.

One or more volcanic eruptions that occur within a 72-hour period shall be considered one volcanic eruption.

This coverage does not increase the limit of liability applying to the damaged property.

15. **Collapse.** We will pay for sudden and accidental direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:
- A. perils described in Section I - Losses We Cover, Coverage C - Personal Property. These perils apply to the residence premises and personal property for loss insured by this coverage;
 - B. hidden decay of the structure;
 - C. hidden insect or hidden vermin damage;
 - D. weight of contents, equipment, animals or people;
 - E. weight of ice, snow, sleet or rain which collects on a roof; or
 - F. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation;

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, septic field, foundation, retaining wall, bulkhead pier, wharf or dock is not included under items B., C., D., E., and F. unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit of liability applying to the damaged covered property.

16. **Inflation Protection.** The limits of liability specified in the Declarations of this policy, or any amendments thereto, for Coverages A, B and C are continuously adjusted in accordance with the applicable construction price index in use by us. This index will then be multiplied by the limit of liability for Coverages A, B and C separately.

SECTION I - LOSSES WE COVER

LOSS DEDUCTIBLE CLAUSE

We will pay only when a loss exceeds the deductible amount shown in the Declarations. We will pay only that part of the loss over such stated deductible. The deductible will not apply to Section I - Additional Coverages, except where specified in the Additional Coverage.

COVERAGE A - DWELLING, COVERAGE B - PRIVATE STRUCTURES

We will pay for sudden and accidental direct physical loss or damage to the property described in Coverage A and B, except as excluded in Section I - Losses We Do Not Cover.

COVERAGE C - PERSONAL PROPERTY

We will pay for sudden and accidental direct physical loss or damage to the property described in Section I - Coverages, Coverage C - Personal Property, except as excluded in Section I - Losses We Do Not Cover, caused by:

1. **Fire or Lightning.**
2. **Windstorm or Hail.**

We do not cover loss to personal property inside, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the opening.

We do not cover loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building. We do cover canoes and rowboats on the residence premises.

3. **Explosion.**
4. **Riot or Civil Commotion.**
5. **Aircraft, including self-propelled missiles and spacecraft.**
6. **Vehicles.**
7. **Smoke, if the loss is sudden and accidental. We do not cover loss caused by smoke from agricultural smudging or industrial operations.**
8. **Vandalism or Malicious Mischief.**

9. **Theft**, or attempted theft, including loss of property from a known place when it is likely that a theft has occurred.

We do not cover loss caused by theft:

- A. if committed by **you** or by any person renting the residence premises.
- B. in or from a dwelling under construction or materials and supplies for use in construction, until the dwelling is completed and occupied.
- C. of unset gems or a gem from its setting.
- D. from any part of the residence premises rented by **you** to others.

We do not cover loss caused by theft that occurs away from the residence premises of:

- A. property while in any other residence owned, rented to or occupied by **you**, except while **you** are temporarily residing there. Coverage is provided for a student's property while at a premises away from home if the student has been there at any time during the 45 days immediately preceding the loss;
- B. watercraft, its furnishings, equipment and outboard motors;
- C. trailers and campers.

- 10. **Falling Objects**. We cover loss to personal property inside a building only if the falling object first damages the exterior walls or roof. Damage to the falling object itself is not covered.
- 11. **Weight of Ice, Snow or Sleet** which causes damage to property contained in a building.
- 12. **Water or Steam** which accidentally discharges or overflows from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a domestic appliance.

We do not cover loss:

- A. to the system or appliance from which the water or steam escapes;
- B. caused by freezing under this peril;
- C. caused by water which backs up through sewers or drains;
- D. caused by water which overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from the foundation area.

- 13. **Rupturing, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. The loss must be sudden and accidental. We do not cover loss caused by freezing under this peril.
- 14. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a domestic appliance, but only if **you** have used reasonable care to maintain heat in the building or have shut off the water supply and drained the water from all plumbing and appliances if the dwelling is unoccupied.
- 15. **Sudden and accidental damage** to electrical appliances, devices, fixtures and wiring from electrical currents artificially generated. We do not cover loss to a tube, transistor, wafer, card, chip, integrated circuit or similar electronic circuitry and components.
- 16. **Breakage of glass or safety glazing material** which is part of a window or door on the residence premises.

SECTION I - LOSSES WE DO NOT COVER

- 1. We do not cover loss or damage to the property described in Coverage A and Coverage B which results directly or indirectly from any of the following:
 - A. wear and tear; marring; scratching; inherent vice; deterioration; latent defect; rust; mold; aging; mechanical breakdown; wet or dry rot;
 - B. release, discharge or dispersal of pollutants or contaminants, including damage caused by chemicals in the soil and loss resulting from the release of toxic materials or other pollutants or contaminants, no matter how caused;
 - C. smog; smoke from agricultural smudging or industrial operations;
 - D. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, supports, walls, floors, roofs, or ceilings;
 - E. birds, vermin, rodents, insects or domestic animals;

We do cover any direct loss that follows items A. through D. caused by fire, smoke that is not from agricultural smudging or industrial operations, explosion, collapse of a building, glass breakage, or water damage not

specifically excluded in this policy. If a covered water loss follows, we will pay the cost of tearing out and replacing any part of the building necessary to repair the plumbing or appliance, but we do not cover loss to the plumbing or appliance from which the water escaped.

- F. theft in or from the residence premises while under construction, or of materials and supplies for use in the construction, until the residence premises is completed and occupied;
- G. vandalism or malicious mischief or breakage of glass and safety glazing materials if the residence premises was vacant for more than 30 consecutive days immediately prior to the loss. A residence premises being constructed is not considered vacant;
- H. seepage, meaning continuous or repeated seepage or leakage of water or steam over a period of weeks or longer from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a domestic appliance;
- I. freezing of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or of a domestic appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion only applies while the residence is vacant, unoccupied or being constructed;

We do cover direct loss caused by such freezing if you have used reasonable care to maintain heat in the building or if you shut off the water supply and drained the plumbing and appliance of water.

- J. freezing, thawing or pressure or weight of water, snow or ice, whether driven by wind or not, to a fence, driveway, roadway, walkway, pavement, patio, swimming pool, foundation, retaining wall, bulkhead, pier, deck, wharf or dock.
2. We do not insure under any Section I coverage for any loss which would not have happened in the absence of one or more of the following excluded events. We do not insure for any such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether such causes acted at the same time or in any other sequence with the excluded event to produce or contribute to the loss. The excluded events referred to are:

A. **Water damage**, meaning:

- 1. flood, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind; or
- 2. water which backs up through sewers or drains, or overflows from a sump pump, sump pump well or other system designed to remove subsurface water which is drained from the foundation area; or
- 3. water below the surface of the ground, including water which exerts pressure on, or flows, seeps or leaks through any part of a building, sidewalk, foundation, driveway, swimming pool or other structure or water which causes earth movement.

We do cover direct loss caused by fire, theft or explosion resulting from water damage.

B. **Earth Movement**, meaning any loss caused by, resulting from, contributed to or aggravated by events that include, but are not limited to:

- 1. earthquake and earthquake aftershocks;
- 2. volcanic eruption and volcanic effusion;
- 3. mudslide including landslide, mudflow, debris flow, avalanche or sediment;
- 4. sinkhole, erosion, subsidence or excavation collapse;
- 5. the sinking, rising, shifting, expanding, bulging, cracking, settling or contracting of the earth, soil or land;
- 6. volcanic explosion and lava flow, except as specifically provided in Section I - Additional Coverages.

This exclusion applies whether or not the earth movement is combined with water.

We do cover direct loss caused by fire, explosion other than explosion of a volcano, breakage of glass or safety glazing materials or theft resulting from earth movement.

C. **Collapse**, except as specifically provided in Section I - Additional Coverages for Collapse.

D. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair,

demolition or zoning of buildings, unless specifically provided under this policy.

- E. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the **residence premises**, except as specifically provided in Section I - Additional Coverages. If a loss we cover ensues on the **residence premises**, we will pay only for that ensuing loss.
- F. **Neglect by you** to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a peril insured against.
- G. **Nuclear Action**, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered a loss by fire, explosion or smoke. We do cover direct loss by fire resulting from nuclear action.
- H. **Governmental Action**, including war, undeclared war, civil war, rebellion, insurrection, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Governmental Action also includes loss arising out of risks of contraband or illegal transportation or trade and loss due to order of any civil authority except:
 - 1. conditions we insure under Section I - Additional Coverages; or
 - 2. acts of destruction during a fire to prevent it from spreading as long as the fire was not caused by any peril excluded by this policy.
- I. **Intentional Loss**, meaning any loss arising out of any criminal or intentional act committed:
 - 1. by you or at your direction; and
 - 2. with the intent to cause a loss.
- 3. **We do not insure under any coverage** for any loss consisting of one or more of the items below. Further, we do not insure for loss described in Paragraphs 1. and 2. above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:
 - A. Conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault;
 - B. Defective, inadequate, faulty or unsound:
 - 1. planning, zoning, development, surveying, siting;
 - 2. design, specifications, workmanship, repair, construction, grading, compaction renovation, remodeling;
 - 3. materials used in construction, repair, renovation or remodeling; or
 - 4. maintenance;

of any property whether on or off the **residence premises**. Property includes land, structures or improvements of any kind.

We do cover any ensuing loss unless the ensuing loss is itself a Loss We Do Not Cover.

SECTION I - CONDITIONS

- 1. **Insurable Interest And Limit Of Liability.** We will not pay any person or organization an amount greater than its insurable interest in the property covered at the time of the loss.

Regardless of the number of persons or organizations who qualify for coverage, we will not pay more than the applicable limit of liability.

- 2. **What You Must Do After A Loss.** If you have a loss, you must do the following:

- A. Give immediate notice to us or our representative. In case of theft promptly notify the police. In case of loss under the credit card or bank fund transfer card coverage, promptly notify the credit card company or bank.
- B. Protect the property from further damage, make reasonable and necessary repairs required to protect the